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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Dec 13, 2023

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

KEY TRONIC CORPORATION, a

Washington corporation,

Plaintiff,

v.

SKYBELL TECHNOLOGIES, INC., a

Nevada corporation, and ALARM.COM,

INC., a Delaware corporation,

Defendants.

No. 2:23-CV-00237-SAB

**ORDER GRANTING MOTION
FOR LEAVE TO AMEND;
DENYING MOTION TO
DISMISS**

Before the Court is Defendant Alarm.com's Motion to Dismiss Plaintiff's Amended Complaint, ECF No. 17, and Plaintiff's Motion for Leave to Amend the Complaint, ECF No. 21. Plaintiff is represented by Steven P. Vaughn and John C. Theiss. Defendant Alarm.com is represented by Gwendolyn Payton and John R. Neeleman. Defendant SkyBell Technologies Inc. has not appeared. The motions were heard without oral argument.

Plaintiff moves the Court to allow leave to file their Second Amended Complaint. Defendant Alarm.com ("Alarm.com") requests the Court deny Plaintiff's motion to amend.

Federal Rule of Civil Procedure 15(a) provides that a party may amend its pleading "once as a matter of course," and may do so in all other cases "only with

**ORDER GRANTING MOTION FOR LEAVE TO AMEND; DENYING
MOTION TO DISMISS #1**

1 the opposing party's written consent or the court's leave. The court should freely
2 give leave when justice so requires." Fed. R. Civ. P. 15(a). Amendments to
3 pleadings are "applied with extreme liberality." *Owens v. Kaiser Found. Health*
4 *Plan, Inc.*, 244 F.3d 708, 712 (9th Cir. 2001). Courts consider five factors when
5 deciding whether to grant leave to amend: (1) bad faith, (2) undue delay, (3)
6 prejudice to the opposing party, (4) previous amendments, and (5) futility of the
7 amendment. *Forman v. Davis*, 371 U.S. 178, 182 (1962); see also *United States v.*
8 *Corinthian Colleges*, 655 F.3d 984, 995 (9th Cir. 2011). "[T]he court must grant all
9 inferences in favor of allowing amendment." *Griggs v. Pace Am. Group, Inc.*, 170
10 F.3d 877, 880 (9th Cir. 1999).

11 Having heard from the parties, and being fully informed, the Court finds that
12 the *Forman* factors weigh in favor of Plaintiff. Therefore, the Court grants
13 Plaintiff's motion and denies Alarm.com's motion to dismiss with leave to renew.

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**ORDER GRANTING MOTION FOR LEAVE TO AMEND; DENYING
MOTION TO DISMISS #2**

1 Accordingly, **IT IS HEREBY ORDERED:**

2 1. Defendant Alarm.com's Motion to Dismiss Plaintiff's Amended
3 Complaint, ECF No. 17, is **DENIED with leave to renew.**
4 2. Plaintiff's Motion for Leave to Amend the Complaint, ECF No. 21, is
5 **GRANTED.**

6 3. Upon filing, Plaintiff's Second Amended Complaint, ECF No. 21-2,
7 will be the operative complaint.

8 **IT IS SO ORDERED.** The Clerk of Court is hereby directed to file this
9 Order and provide copies to counsel.

10 **DATED** this 13th day of December 2023.



14 A handwritten signature in blue ink that reads "Stanley A. Bastian".
15 _____

16 Stanley A. Bastian
17 Chief United States District Judge
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**ORDER GRANTING MOTION FOR LEAVE TO AMEND; DENYING
MOTION TO DISMISS #3**